

## **REMARKS/ARGUMENTS**

### **A. In the Specification**

The Office Action suggests the amendment of line 9 of page 9 of the specification and of the abstract of the disclosure. Applicant therefore complies with the Examiner's suggested amendment of line 9 of page 9 of the specification and Applicant furthermore provides a replacement abstract of the disclosure as shown in the amendments to the specification in this response.

### **B. In the Claims**

#### *I. Claim Objections:*

The Office Action objects to claims 1, 12, 21, 31, and 32 for various informalities. In accordance with the Examiner's suggestions found within the Office Action, these informalities are corrected as shown in the amendments to the claims in this response.

#### *II. Claim Rejections:*

The Application has 32 pending claims. Claims 1, 12, 21, 31, and 32 are independent claims. The Office Action rejects all the claims of the Application under 35 U.S.C. § 103(a) as being obvious. While the Office Action references seven separate U.S. patents in various combinations to form the obviousness rejections against the claims, all the rejections involve U.S. Patent 6,073,106 issued to Rozen et al. and assigned to NEHDC, Inc., of Portland, Oregon (hereinafter, "*Rozen*"), either alone or in combination with one or more of the other patents. For instance, independent Claim 1 is rejected as being obvious from the combination of the two embodiments of the *Rozen* reference. Independent Claims 12, 21, 31, and 32 are rejected as being obvious over *Rozen* in view of U.S. Patent No. 6,157,925 (hereinafter "*Austin*.")

*The Application:* The embodiments of the present invention described in the Application provide systems and methods whereby a request from a First Party to access information about a Third Party, where such information is held by a Second Party, is made to the Second Party. The

Second Party then forwards the request along with an authorized authorization code to the Third Party. If the Third Party agrees to the request, then the Third Party or a designee of the Third Party acting on behalf of the Third Party forwards the Authorization Code to the First Party and the First Party is able to access the information held by the Second Party.

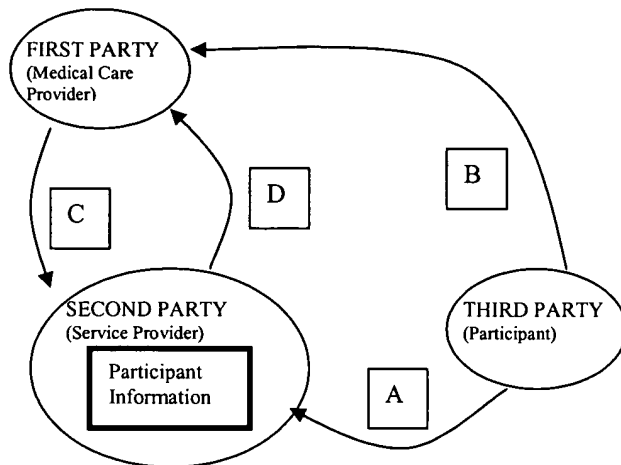
*The Rozen Reference:* *Rozen* describes instances where a medical care provider that has received authorization information from a participant is able to request and receive information about the participant that is held by a service provider. *Rozen* is materially different from the present invention in that in *Rozen*, the request from the medical care provider (first party) to the service provider (second party) is always made with the first party having some form of authorization code. Furthermore, in *Rozen* the request for access is never forwarded to the participant, nor is an authorized Authorization Code forwarded from the service provider to the participant, which could then be forwarded by the participant to the medical care provider as an indicator of approval. In *Rozen*, the First Party has authorized authorization information in hand when the request is made to the Second Party. The claims of the Application are materially different from *Rozen* in that the First Party makes a request for the information held by the Second Party without having authorized access information. The decision whether to grant access to the information held by the Second Party is made exclusively by the Third Party in each independent claim of the Application. Only once the Third Party has approved the request is the access information provided to the First Party, a distinction that is not found in *Rozen* and one not obvious to one of ordinary skill in the art at the time the present invention was conceived.

The Office Action describes two embodiments of *Rozen*. Both embodiments include a first party [requestor], a second party [service provider], and a third party, with the third party having an interest in third party information held by the second party. The Office Action cites column 7, lines 40-48; column 7, lines 57-61; and column 7, lines 48-53 for the first embodiment of *Rozen*. The referenced portions of *Rozen* describe a method for a service provider to provide information about a participant to a medical care provider. The participant provides certain information to the service provider, some of which may be confidential, and the participant

establishes authorization information (e.g., E-PIN, C-PIN, constant identifier) such that those having knowledge of the participant's authorization information (e.g., the medical care provider) may gain access to at least a portion of the participant's information that is held by the service provider, and, in some instances, allowed to update or change the participant's information.

The process can be described as having a first step where the participant provides information to a service provider. The participant also establishes authorization information with the service provider. In a second step, authorization information is provided to a medical care provider in some manner (e.g., by the participant, by the medical care provider finding information on an incapacitated participant, etc.). This authorization information may include an E-PIN, a C-PIN, and/or a constant identifier. The type of authorization information may control the level of access provided to the medical care provider by the service provider. In a third step, the medical care provider requests information about the participant from the service provider by accessing the service provider's website while having at least some form of the participant's authorization information in the possession of the medical care provider. The request includes at least a portion of the participant's authorization information. In the fourth step of the process described in the referenced sections of *Rozen*, the service provider provides the information to the medical care provider in response to, and at the level of service indicated by, the authorization information.

The referenced *Rozen* process may be diagrammed as follows:



Where:

A = The participant providing information about the participant and authorization information to the service provider.

B = The participant providing authorization to a medical care provider (First Party).

C = The medical care provider making a request for participant information from the service provider, the request is accompanied by authorization information.

D = Providing participant information to the medical care provider by the service provider in response to the request.

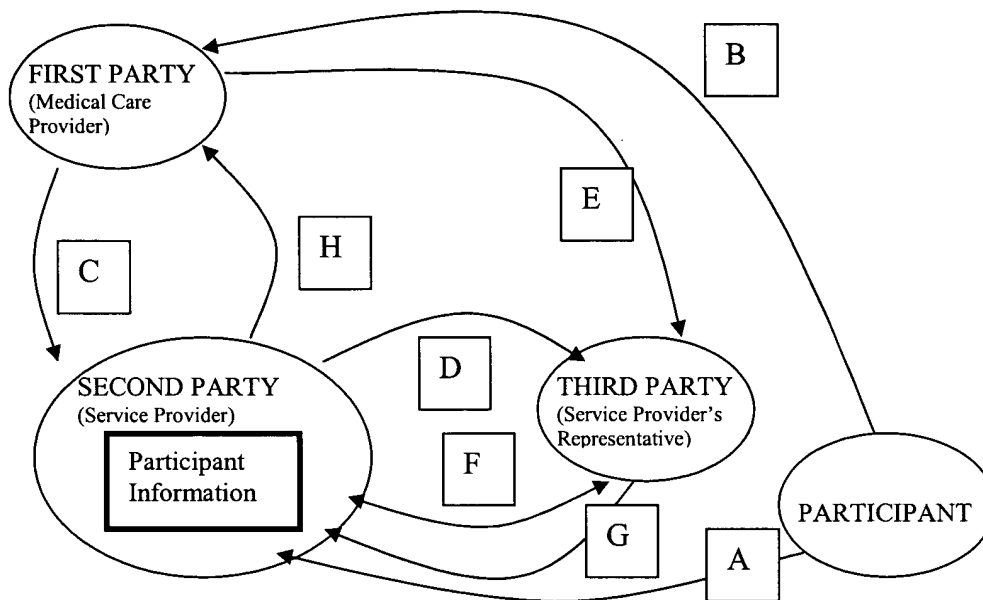
As can be seen in the above diagrams, and as admitted in the Office Action, a materially significant difference between the method of the present invention and that of *Rozen* exists in that the request and the authorization are not forwarded from the service provider [Second Party] to the participant [Third Party] in *Rozen*, as they are in the Applicant's invention. The Office Action goes on to combine the first embodiment of *Rozen* (shown above), with a second embodiment described at column 8, lines 33-44 and lines 54-59. The Office Action provides that:

***“ . . . the forwarding of the first party's request from the second party to the third party accompanied by authorization information is disclosed (Column 8, lines 33-44 and 54-59). In this embodiment, the third party is a service representative acting on behalf of the participant (patient at the emergency medical facility) when the participant is too disabled to provide the emergency medical facility with information. This new system would be the system from above including a representative that acts on behalf of the participant acting as the third party for authorization.”*** [Emphasis added in italics.]

However, a “service provider’s representative” should not be considered a separate entity from the service provider because as described in *Rozen*, the service provider’s representative is merely an agent or employee of the service provider who interacts with a representative of the medical care provider. In other words, the actions of the service provider’s representative are functions of the service provider, thus the service provider’s representative does not act on behalf of the participant and cannot be considered the Third Party as found in the claims of the Application. As the service provider’s representative is an employee or agent of the service provider, the service provider’s representative does not act on behalf of the participant, rather the service provider’s representative acts on behalf of the service provider. Claim 1 of the Application requires that the Third Party [e.g., the participant] forward the authorized Authorization Code to the First Party [the medical care provider] subsequent to a request from the First Party [medical care provider] to the Second Party [service provider] as a means of authorizing the First Party’s request to access the information held by the Second Party [e.g., service provider]. This authorization requirement subsequent to a request from the First Party to the Second Party as found in Claim 1 of the Application is completely missing from either embodiment of *Rozen* alone or in combination as, in *Rozen*, the medical care provider has not made a request to the service provider before or at the time the authorization information is provided to the medical care provider by the participant. Further, even if the service provider’s representative is considered to be an entity separate from the service provider and “acting as the third party for authorization,” the service provider’s representative does not forward authorization information to the First Party (the medical care facility), as indicated at Col. 8, lines 59-64 of *Rozen*. Rather, the service provider’s representative “enters an authorization code which enables disclosure of the information . . .” [Col. 8, lines 60-62]. Finally, Applicant respectfully submits that the Office Action fails to consider that the participant cannot be eliminated from the second embodiment and replaced by the service provider’s representative because in both embodiments of *Rozen* the participant is necessary to establish the information held by the Second Party [the service provider] and the authorization information that allows

access to the information held by the second party. A diagram of the second embodiment of *Rozen* is as shown below.

Second embodiment of *Rozen*:



Where:

A = The participant providing information about the participant and authorization information to the service provider.

B = The medical care provider (First Party) obtaining authorization information from the participant.

C = The medical care provider making a request for participant information from the service provider, the request is accompanied by the constant identifier.

D = A service provider's representative is made aware of the request and the constant identifier.

E = The service provider's representative obtains verifying information from the medical care provider to verify that the provider is who they say they are.

F = The service provider's representative accesses the participant's information to determine if there are instructions to disclose information in the event of an emergency.

G = If there is an instruction to disclose, the service provider's representative enters an authorization code that releases of the participant's information to the medical care facility.

H = The participant's information is forwarded to the medical care facility.

For these reasons, we respectfully submit that neither embodiment of *Rozen*, either singly or in combination, or in combination with other cited references, suggest, teach or make obvious

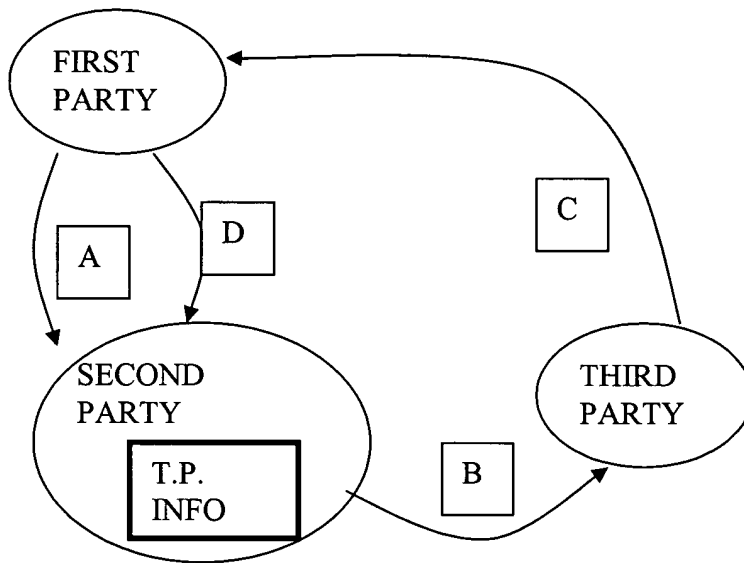
any of the claims of the Application. Applicants now review the rejection of each claim of the Application.

**a. Rejection of Claims 1, 3, 4, 7, and 9 Under 35 USC 103(a):**

The Office Action provides that claims 1, 3, 4, 7, and 9 are rejected under 35 USC 103(a) as being unpatentable over *Rozen*.

Claim 1: The Office Action provides that Claim 1 is made obvious by *Rozen*. Claim 1 is a method claim comprised of three parties, a First Party, a Second Party and a Third Party. The Second Party holds information about the Third Party. In the first step of Claim 1, the First Party makes a request to the Second Party for the Second Party to allow the First Party to access the information about the Third Party that is held by the Second Party. In the second step of Claim 1, the request from the First Party to the Second Party is forwarded to the Third Party, along with an Authorization Code that is authorized by the Second Party. In the third step of Claim 1, the Authorization Code is forwarded from the Third Party to the First Party. In the fourth step of Claim 1, the Authorization Code is presented to the Second Party by the First Party such that the First Party is authorized to obtain the Third Party Information that is held by the Second party.

These events of Claim 1 can be diagrammed as follows:



Where:

A = First Party sends a Request to access Third Party Information held by Second Party

B = Transfer of Request and an authorized Authorization Code to the Third Party

C = Transfer of the authorized Authorization Code to First Party

D = Presentation of Authorization Code to Second Party by First Party to obtain Third Party Information

*Rozen* is materially and significantly different from the elements of Claim 1. In *Rozen*, the request for information from the service provider (i.e., data holder) by the first party (i.e., medical care provider) is made contemporaneously with authorization information and any decision about whether to release information to the requester is made by the data holder, not the party described by the data. This is materially different from the claims of the Application where the decision whether to release information to the first party is always made by the Third Party, whom the information is about. Comparatively, however, in Claim 1 of the present application, the request from the first party is made without any level of prior authorization. The request and authorization information must be forwarded to the third party from the second party and the authorization information is authorized by the second party. The third party then makes the



decision whether to forward the authorized authorization information to the first party, thereby facilitating the authorization of the first party's request.

In no instance of either cited embodiment of *Rozen*, as described above, is there disclosed having the authorization information for access to the information held by the second party authorized by the second party, as is required by Claim 1. In *Rozen*, exclusive control of the held information is controlled by the participant establishing (or re-establishing) PINs or passwords on the service provider's website. This is clear from column 7, lines 57-67 of *Rozen*, which provides:

"In the event the participant has authorized release of certain documents in the event of an emergency, those documents become available for viewing and downloading when the requester provides the participant's E-PIN. In the event that **the participant** has provided the E-PIN, C-PIN or password to a medical care provider for the purpose of disclosing or providing a copy of the information in the emergency or confidential categories or one or more documents in the health related documents category, **the participant** can subsequently access the website, enter the constant identifier and password, and the present method will prompt **the participant** to change the E-PIN, C-PIN and/or password. In this manner, the present method enables **the participant to reestablish exclusive control** over access to the medical information." [Emphasis added in bold.]

Therefore, the embodiments of *Rozen*, singly or in combination, do not make obvious the elements of step 2 of Claim 1, which requires the "facilitating [of] the forwarding of said First Party's Request from said Second Party to said Third Party, said Request accompanied by **an Authorization Code authorized by said Second Party.**" [Emphasis added in bold.] This is because in *Rozen*, the authorization information is never authorized by the second party (i.e., the data holder), as it is in Claim 1, and the request is never forwarded to the third party (i.e., the participant). Furthermore, the combination of the two embodiments described in *Rozen* is an improper combination as the service provider's representative cannot be separated from the service provider and cannot be substituted for the Third Party [participant], while ignoring the participant. Also, the service provider's representative acts on behalf of the service provider, not the participant as is claimed in the Office Action and even if the service provider's representative is substituted for the participant as the third party, the service provider's representative never forwards authorization information to the first party (as required by Claim 1 of the Application),

as *Rozen* provides that “the service provider’s representative enters an authorization code which enables disclosure of the information in the emergency category and of the authorized documents to the emergency medical facility [first party] via internet communications or fax.” (Col. 8, lines 60-64.) Therefore, Claim 1 of the present Application is significantly and materially different from *Rozen* and was not taught, suggested or made obvious from the two embodiments of *Rozen*, either singly or in combination, at the time of the present invention.

Claim 3: Claim 3 depends from Claim 1. The Office Action provides that Claim 3 is obvious in view of *Rozen* because *Rozen* discloses that the first party’s access to third party information can later be withdrawn (Column 7, lines 62-67). *Rozen* describes a method that allows the participant [Third Party] to change the E-PIN, C-PIN and/or password to enable “the participant to reestablish exclusive control over access to the medical information.” Claim 3, which depends from Claim 1, provides for withdrawing access to “at least a portion” of the Third Party Information. The Application provides for the Second Party (the distributing party) to control access to the data at the request of the Third Party (the shipper) or at the discretion of the Second Party. [See pages 6-7, paragraphs [0145]-[0147] of the Application.] Furthermore, as provided in the discussion regarding Claim 1, Claim 1 is not made obvious by *Rozen*, therefore this Claim 3, which depends from Claim 1, is likewise not made obvious by *Rozen* since *Rozen* does not make obvious the elements of Claim 1. For these reasons, Applicants respectfully submit that Claim 3 is not obvious in light of *Rozen*.

Claim 4: Claim 4 depends from Claim 1. The Office Action provides that Claim 4 is obvious in view of *Rozen* because *Rozen* discloses that the second party can report to the third party who has access to the third-party information and information about their access status (Column 9, lines 59-65).

*Rozen* describes a method that allows the participant to determine a fax number or email address where the participant’s information [third party information] has been sent and the category of information transmitted. However, as provided in the discussion regarding Claim 1, Claim 1 is not made obvious by *Rozen*, therefore this Claim 4, which depends from Claim 1, is

likewise not made obvious by *Rozen* since *Rozen* does not make obvious the elements of Claim 1.

Claim 7: Claim 7 depends from Claim 1. The Office Action provides that Claim 7 is obvious in view of *Rozen* because *Rozen* discloses that the third party information relates to medical records (Column 7, lines 40-48.)

*Rozen* describes a method that allows a medical care provider to obtain medical records of a participant from a service provider. However, as described in the discussion of Claim 1, *Rozen* does not disclose the step of forwarding the request from the medical care provider that is received by the service provider to the participant, along with an authorized authorization code. Therefore, as provided in the discussion regarding Claim 1, Claim 1 is not made obvious by *Rozen*, thus this Claim 7, which depends from Claim 1, is likewise not made obvious by *Rozen* since *Rozen* does not make obvious the elements of Claim 1.

Claim 9: Claim 9 depends from Claim 1. The Office Action provides that Claim 9 is made obvious in view of *Rozen* because *Rozen* discloses that the third party is a person and the third party information relates to information personal to the third party (Column 5, lines 21-26).

*Rozen* describes the participant as being an individual and that the information held by another is personal information. However, as more fully described in the discussion of Claim 1, *Rozen* does not disclose the step of forwarding the request from the medical care provider that is received by the service provider to the participant, along with an authorized authorization code or the authorization of access information by the service provider. Therefore, as provided in the discussion regarding Claim 1, Claim 1 is not made obvious by *Rozen*, thus this Claim 9, which depends from Claim 1, is likewise not made obvious by *Rozen* since *Rozen* does not make obvious the elements of Claim 1.

**b. Rejection of Claim 2 Under 35 USC 103(a):**

The Office Action provides that claim 2 rejected under 35 USC 103(a) as being unpatentable over *Rozen* in view of *Keene*.

Claim 2: Claim 2 depends from Claim 1. The Office Action provides that Claim 2 is obvious over *Rozen* in view of *Keene et al.* (U.S. Patent 6,073,106; hereinafter "*Keene*"). The Office Action admits that *Rozen* does not disclose that the First Party can designate a related internal party to receive the authorization code from the Third Party, but that the combination of *Rozen* and *Keene* makes this claim obvious.

The Office Action provides that *Keene* "discloses that a first party attempting to access the medical information about a person can *hand the phone to* a related internal party to receive the authorization code and subsequently access the medical information (Column 3, lines 7-23)." With *Keene*, the person that uses the account number to access the confidential information is the person that the confidential information is about. This would be analogous in the present invention to the Third Party contacting the Second Party to receive information about the Third Party, which does not occur. For this reason alone, there is no motivation to combine *Rozen* with *Keene* and the combination of *Rozen* and *Keene* would not make this Claim 2 obvious. In *Rozen*, as described herein, the request and authorization information is not forwarded from the service provider to the participant in order to allow the participant to control access to the information, nor is the authorization information authorized by the service provider. Likewise, in *Keene*, there is no forwarding of authorization information from the party described in the information (e.g., the participant) to another party to allow the party access to the information. Furthermore, Claim 2 of the Application describes a method of the First Party designating an internal party to receive the authorized authorization code(s) from the Second Party. In *Keene*, the third party does not receive the authorization code in order to access the information, rather the member has already used the account code to access the information and the third party merely hears a confirming re-play of the account number and then receives the medical information about the member. For these reasons, *Rozen* in view of *Keene* does not make obvious this Claim 2.

**c. Rejection of Claims 5 and 6 Under 35 USC 103(a):**

The Office Action provides that claims 5 and 6 are rejected under 35 USC 103(a) as being unpatentable over *Rozen* in view of *Knowles*.

Claim 5: Claim 5 depends from Claim 1. The Office Action provides that Claim 5 is unpatentable over *Rozen* in view of *Knowles* et al. (U.S. Patent 5,869,819; hereinafter “*Knowles*”), because while *Rozen* does not disclose third party information that relates to parcel delivery, *Knowles* discloses that the third party information relates to parcel delivery (Column 19, lines 30-65).

*Knowles*, in the referenced section, merely discloses a database containing certain parcel tracking information. *Knowles* does not disclose systems or methods of third-party information held by a second party and accessible by a first party having certain authorization information. *Knowles* lacks any similarity to the present invention or to *Rozen*, thus there is no motivation to combine the *Rozen* and *Knowles* references to attempt to form an obviousness-based rejection. Furthermore, even if they were combined, the addition of a mere database containing parcel delivery information to *Rozen* does not make Claim 5 of the Application obvious because the combination does not pertain to parcel delivery information held by a second party about a third party that is accessible by a first party having proper authorization. Therefore, the combination of *Rozen* in view of *Knowles* would not have made this Claim 5 obvious to one of ordinary skill in the art at the time of the invention.

Claim 6: Claim 6 depends from Claim 1. The Office Action provides that Claim 6 is unpatentable over *Rozen* in view of *Knowles* because *Rozen* does not disclose third party information that relates to parcel delivery, nor does it include a delivery name and address or reference number. The Office Action provides that *Knowles* discloses that the third party information relates to parcel delivery, including a delivery name and address as well as a reference number (Column 19, lines 30-65, with particular reference to lines 31-44).

*Knowles*, in the referenced section, merely discloses a database containing certain parcel tracking information. The referenced section describes the information included in the database, which includes a delivery name and address as well as a reference number. *Knowles* does not disclose systems or methods of third-party information held by a second party and accessible by a first party having certain authorization information. *Knowles* lacks any similarity to the present invention or to *Rozen*, thus there is no motivation to combine the *Rozen* and *Knowles* references. Furthermore, even if they were combined, the addition of a mere database containing parcel delivery information does not make this Claim 6 obvious because the combination does not pertain to parcel delivery information held by a second party about a third party that is accessible by a first party having proper authorization. Therefore, the combination of *Rozen* in view of *Knowles* would not have made this Claim 6 obvious to one of ordinary skill in the art at the time of the invention.

**d. Rejection of Claim 8 Under 35 USC 103(a):**

The Office Action provides that Claim 8 is rejected under 35 USC 103(a) as being unpatentable over *Rozen* in view of *Stock et al.* (U.S. Patent 6,011,858; hereinafter "*Stock*").

Claim 8: Claim 8 depends from Claim 1. The Office Action provides that *Rozen* does not disclose that the third party information relates to credit information and that *Stock* discloses that the third party information relates to credit information (Column 4, lines 33-43).

*Stock* discloses a memory card having personal information, including credit information, stored in a file structure thereon. However, as *Stock* is only a simple memory card invention, there is no motivation to combine *Rozen* and *Stock* as there is no similarity or logical correlation between *Rozen* and *Stock*. Therefore, Applicant respectfully submits that the combination of *Rozen* and *Stock* is improper and, as such, this Claim 8 is not made obvious by *Rozen* in view of *Stock*.

**e. Rejection of Claims 10 and 11 Under 35 USC 103(a):**

The Office Action provides that claims 10 and 11 are rejected under 35 USC 103(a) as being unpatentable over *Rozen* in view of *Uchikubo* (U.S. Patent 6,602,185).

Claim 10: Claim 10 depends from Claim 1. Claim 10 provides that the First Party and the Third Party are different sub-entities within an overall commonly-controlled entity. The Office Action provides that Claim 10 is made obvious by *Rozen* in view of *Uchikubo*. Although Claim 10 depends from Claim 1, the Office Action provides that Claim 10 is a broader representation of narrower Claim 11 and is rejected under similar rationale as is Claim 11.

As shown below in regard to Claim 11, Claim 10 is also not made obvious by *Rozen* in light of *Uchikubo* as there is no motivation to combine the two references and thus the combination is improper.

Claim 11: Claim 11 depends from Claim 1. Claim 11 provides that the First Party and the Third Party are different entities within an overall commonly-controlled company. The Office Action provides that Claim 11 is made obvious by *Rozen* in view of *Uchikubo*.

The Office Action admits that *Rozen* does not disclose that the first party and the third party are different entities within an overall commonly-controlled company. However, the Office Action goes on to provide that *Uchikubo* discloses that the first and third parties are different entities within an overall commonly-controlled organization (Column 22, lines 27-35 and Column 26, lines 16-24).

The referenced portions of *Uchikubo* describe an information reference apparatus that is able to communicate information about a patient and a surgical procedure from the site that the remote surgery is occurring to various sites, some that may be under the common control of a single entity. *Uchikubo* merely describes a basic network for transferring information about a remote surgery to one or more different locations. Applicant respectfully submits that there is absolutely no similarity between *Uchikubo* and *Rozen*, nor is there any motivation or rationale to combine the two references. Furthermore, even if the combination were proper, *Uchikubo*

describes the transfer of information between different commonly-controlled *locations*, not different commonly-controlled *entities* or *sub-entities*, as is required by Claims 11 or 10, respectively.

Furthermore, as provided in the discussion regarding Claim 1, Claim 1 is not made obvious by *Rozen*, thus this Claim 11, which depends from Claim 1, is likewise not made obvious by *Rozen* in view of *Uchikubo* since *Rozen*, or the combination of *Rozen* and *Uchikubo*, does not make obvious the elements of Claim 1.

**e. Rejection of Claims 12, 16, 18, 21, 26, 28, 31, and 32 Under 35 USC 103(a):**

The Office Action provides that claims 12, 16, 18, 21, 26, 28, 31 and 32 are rejected under 35 USC 103(a) as being unpatentable over *Rozen* in view of *Austin* (U.S. Patent 6,157,924).

Claim 12: Claim 12 is an independent method claim that is similar to Claim 1, with the additional requirement in the third step wherein the transfer of the Authorization Code from the Third Party to the First Party is accomplished via hand delivery of the Authorization Code to a physical address associated with the Third Party. The Office Action goes on to provide that while *Rozen* does not disclose the forwarding of the request and the authorization code from the second party to the third party that such a step is made obvious by the combination of the two embodiments of *Rozen* (as addressed in the discussion of Claim 1). The Office Action further provides that *Rozen* does not disclose the hand delivery of the authorization code to the third party; however, the Office Action provides that *Austin* does disclose the “hand delivery of mail from the mail courier to the user (Column 13, lines 39-43).” The Office Action provides that the combination of *Rozen* and *Austin* makes Claim 12 obvious.

*Austin* discloses systems and methods of delivering requested information. The referenced section of *Austin* discloses formatting requested information and delivering it as a paper document, and mailing the document to the user. *Austin* does not disclose or make obvious the *hand delivery* of an *authorization code* to a physical address associated with the Third Party. As described in *Austin*, the system is for *delivering requested information*, not an



authorization code that may be used to obtain requested information from a data holder (e.g., second party). Furthermore, there is no motivation to combine *Austin* with *Rozen* as *Austin* is not similar to *Rozen* and does not relate to any form of authorization to receive requested information, only the medium in which requested information is made available to a requestor. Therefore, the combination of *Rozen* and *Austin* is improper and furthermore, even if combined, does not make obvious Claim 12 of the present Application. Finally, as discussed in Claim 1, it is not proper to combine the embodiments of *Rozen* in a manner that makes any part of Claim 1 (or Claim 12) obvious as the data holder of *Rozen* does not receive a request from a first party that is not accompanied by authorization information; nor does the data holder authorize authorization information and forward the request and the authorized authorization information to the participant to allow the participant to decide whether to forward the authorized authorization information to the first party subsequent to the request. For these reasons, Applicants respectfully submit that this Claim 12 is not taught, suggested or made obvious by the combination of *Rozen* and *Austin*.

Claim 16: Claim 16 depends from Claim 12. Claim 16 requires the Third Party Information of Claim 12 to relate to medical records. Similar to Claim 12, Claim 16 is rejected as obvious over *Rozen* in view of *Austin*. The Office Action provides that *Rozen* discloses that the third party information relates to medical records.

While *Rozen* may disclose that the Third Party Information pertains to medical records, the combination of *Rozen* in view of *Austin* is improper as indicated in regard to Claim 12. Furthermore, even if the combination of *Rozen* in view of *Austin* is considered proper, the combination does not teach, suggest or make obvious Claim 12. Therefore, Claim 12, from which this Claim 16 depends, is not made obvious by *Rozen* in view of *Austin*. Thus, this Applicants respectfully submit that this Claim 16 is not made obvious.

Claim 18: Claim 18 depends from Claim 12 and provides that the Third Party is a person and the Third Party Information relates to information personal to the Third Party. Similar to Claim 12, Claim 18 is rejected as obvious over *Rozen* in view of *Austin*. The Office Action provides that

*Rozen* discloses that the third party is a person and the third party information relates to information personal to the third party.

While *Rozen* may disclose that the Third Party is a person and that the Third Party Information pertains to information personal to the Third Party, the combination of *Rozen* in view of *Austin* is improper, as shown in regard to Claim 12. Furthermore, even if the combination of *Rozen* in view of *Austin* is considered proper, the combination does not teach, suggest or make obvious Claim 12. Therefore, Claim 12, from which this Claim 18 depends, is not made obvious by *Rozen* in view of *Austin*. Thus, Applicants respectfully submit that this Claim 18 is not made obvious.

Claim 21: The Office Action provides that Claim 21 is made obvious over *Rozen* in view of *Austin*.

Claim 21 is an independent method claim similar to Claim 12, with the additional step of facilitating the identification by said Second Party of the physical address associated with said Third Party. The Office Action goes on to provide that while *Rozen* does not disclose the forwarding of the request and the authorization code from the second party to the third party that such a step is made obvious by the combination of the two embodiments of *Rozen* (as addressed and disputed in the discussion of Claim 1, Claim 12 and other claims, above). The Office Action further provides that *Rozen* does not disclose the identification of a physical address of the third party or hand delivery of the authorization code to the third party; however, the Office Action provides that *Austin* does disclose the identification of a physical address associated with the user and "hand delivery of mail from the mail courier to the user (Column 13, lines 39-43)." The Office Action provides that the combination of *Rozen* and *Austin* makes Claim 21 obvious.

*Austin* discloses systems and methods of delivering requested information. The referenced section of *Austin* discloses formatting requested information and delivering it as a paper document, and mailing the document to the user. *Austin* does not disclose or make obvious the *hand delivery* of an *authorization code* to a physical address associated with the Third Party. As described in *Austin*, the system is for delivering requested information, not an authorization code that may be used to obtain requested information from a data holder (e.g.,

second party). Furthermore, there is no motivation to combine *Austin* with *Rozen* as *Austin* is not similar to *Rozen* and does not relate to any form of authorization to receive requested information, only the medium in which requested information is made available to a requestor. Therefore, the combination of *Rozen* and *Austin* is improper and furthermore, even if combined, does not make obvious Claim 21 of the present Application. Finally, as discussed in Claim 1, the combination of *Rozen* with any of the cited art references does not make any part of Claim 1 (or this Claim 21) obvious as the data holder of *Rozen* does not receive a request from a first party that is not accompanied by authorization information; nor does the data holder authorize authorization information and forward the request and the authorized authorization information to the participant to allow the participant to decide whether to forward the authorized authorization information to the first party subsequent to the request. Applicants therefore submit that this Claim 21 is not taught, suggested or made obvious by the combination of *Rozen* in view of *Austin*.

Claim 26: The Office Action provides that Claim 26 is made obvious over *Rozen* in view of *Austin*.

Claim 26 depends from Claim 21 and provides that the Third Party Information relates to medical records. The Office Action provides that *Rozen* discloses that the third party information relates to medical records (Column 7, lines 40-48).

*Rozen* describes a method that allows a medical care provider to obtain medical records of a participant from a service provider. However, as described in the discussion of Claim 21, *Rozen* does not disclose the step of forwarding the request from the medical care provider that is received by the service provider to the participant along with an authorized authorization code; nor does *Rozen* in view of *Austin* disclose or make obvious *facilitating the identification by said Second Party of the physical address associated with said Third Party* or the *hand delivery* of an *authorization code* to the physical address associated with the Third Party. Therefore, as provided in the discussion regarding Claim 21, Claim 21 is not made obvious by *Rozen* in view of *Austin*, thus this Claim 26, which depends from Claim 21, is likewise not made obvious since *Rozen* in view of *Austin* does not make obvious the elements of Claim 21.

Claim 28: Claim 28 depends from Claim 21. Claim 28 provides that the Third Party is a person and the Third Party Information relates to information personal to the Third Party. Claim 28 is rejected as obvious over *Rozen* in view of *Austin*. The Office Action provides that *Rozen* discloses that the third party is a person and the third party information relates to information personal to the third party.

While *Rozen* may disclose that the Third Party is a person and that the Third Party Information pertains to information personal to the Third Party, as shown above, the combination of *Rozen* in view of *Austin* is an improper combination, and even if proper, *Rozen* in view of *Austin* does not teach, suggest, or make obvious Claim 21, from which this Claim 28 depends. Therefore, Claim 21, from which this Claim 28 depends, is not made obvious by *Rozen* in view of *Austin*. Thus, Applicants respectfully submit that this Claim 28 is not obvious.

Claim 31: Claim 31 is an independent method claim; however, the Office Action provides that Claim 31 is a broader representation of Claim 32 and would be identical to it if there was sufficient antecedent basis for that which was discussed (in Claim 32), and is therefore rejected under similar rationale.

Therefore, Claim 31 is not obvious over *Rozen* in view of *Austin* as the combination of *Rozen* and *Austin* is improper and even if proper, the combination of *Rozen* in view of *Austin* fails to teach, suggest or make obvious Claim 32 and this Claim 31, as discussed in regard to Claim 32, below.

Claim 32: Claim 32 is rejected as obvious over *Rozen* in view of *Austin*. The Office Action combines the two embodiments of *Rozen* to find the elements of the claim obvious except for the identification of a physical address of the third party or hand delivery of the authorization code to the third party. Therefore, the two embodiments of *Rozen* are combined with *Austin* in the Office Action to make the elements of Claim 32 obvious.

Claim 32 is an independent method claim similar to Claim 21. The Office Action provides that while *Rozen* does not disclose the forwarding of the request and the authorization

code from the second party to the third party that such a step is made obvious by the combination of the two embodiments of *Rozen* (as addressed and disputed in the discussion of Claims 1, 12, and other claims, above). The Office Action further provides that *Rozen* does not disclose the identification of a physical address of the third party or hand delivery of the authorization code to the third party; however, the Office Action provides that *Austin* does disclose the identification of a physical address associated with the user and “hand delivery of mail from the mail courier to the user (Column 13, lines 39-43).” The Office Action provides that the combination of *Rozen* and *Austin* makes Claim 32 obvious.

*Austin* discloses systems and methods of delivering requested information. The referenced section of *Austin* discloses formatting requested information and delivering it as a paper document, and mailing the document to the user. *Austin* does not disclose or make obvious the *hand delivery* of an *authorization code* to a physical address associated with the Third Party. As described in *Austin*, the system is for delivering requested information, not an authorization code that may be used to obtain requested information from a data holder (e.g., second party). Furthermore, there is no motivation to combine *Austin* with *Rozen* as *Austin* is not similar to *Rozen* and does not relate to any form of authorization to receive requested information, only the medium in which requested information is made available to a requestor. Therefore, the combination of *Rozen* and *Austin* is improper and furthermore, even if combined, does not teach, suggest or make obvious Claim 32 of the present Application. Finally, as discussed in Claim 1, it is not proper to combine the embodiments of *Rozen* in a manner that makes any part of Claim 1 (or Claim 32) obvious as the data holder of *Rozen* does not receive a request from a first party that is not accompanied by authorization information; nor does the data holder authorize authorization information and forward the request and the authorized authorization information to the participant to allow the participant to decide whether to forward the authorized authorization information to the first party subsequent to the request. Applicants therefore respectfully submit that this Claim 32 is not made obvious by *Rozen* in view of *Austin*.

**f. Rejection of Claims 13 and 23 Under 35 USC 103(a):**

The Office Action provides that claims 13 and 23 are rejected under 35 USC 103(a) as being unpatentable over *Rozen* in view of *Austin*, further in view of *Keene*.

Claim 13: Claim 13 depends from Claim 12. Claim 13 adds the step of allowing the First Party to designate a related internal party to receive the Authorization Code from the Third Party. In the Office Action, *Keene* is combined with the *Rozen* and *Austin* references because *Keene* is said to disclose that a first party attempting to access the medical information about a person can hand the phone to a related internal party to receive the authorization code in order to let another related person gain access to the information. The Office Action provides that Claim 13 is made obvious over *Rozen* in view of *Austin* further in view of *Keene*. As discussed in regard to Claim 2, above, with *Keene*, the person that uses the account number to access the confidential information is the person that the confidential information is about. This would be analogous in the present invention to the Third Party contacting the Second Party to receive information about the Third Party, which does not occur. For this reason alone, there is no motivation to combine *Rozen* with *Keene* and the combination of *Rozen* and *Keene* would not make this Claim 13 obvious. In *Rozen*, as described herein, the request and authorization information is not forwarded from the service provider to the participant in order to allow the participant to control access to the information, nor is the authorization information authorized by the service provider. Likewise, in *Keene*, there is no forwarding of authorization information from the party described in the information (e.g., the participant) to another party to allow the party access to the information. Furthermore, Claim 13 of the Application describes a method of the First Party designating an internal party to receive the authorized authorization code(s) from the Second Party. In *Keene*, the third party does not receive the authorization code in order to access the information, rather the member has already used the account code to access the information and the third party merely hears a confirming re-play of the account number and then receives the medical information about the member.

*Rozen* in view of *Austin* has been discussed in regard to Claims 12, 21, 31 and 32, above, and *Keene* has been discussed in regard to Claim 2. The combination of *Rozen* with *Austin*,

*Rozen with Keene*, or *Rozen* in view of *Austin* further in view of *Keene*, as discussed in regard to the referenced claims, are each improper, and even if they are proper, do not make obvious the referenced claims. For these reasons, Applicants submit that *Rozen* in view of *Austin*, further in view of *Keene* does not teach, suggest or make obvious this Claim 13.

Claim 23: Claim 23 depends from Claim 21. Similar to Claim 13, Claim 23 adds the step of allowing the First Party to designate a related internal party to receive the Authorization Code from the Third Party. The Office Action provides that Claim 23 is made obvious over *Rozen* in view of *Austin* further in view of *Keene*. *Rozen* in view of *Austin* has been discussed in regard to Claims 12, 21, 31 and 32 and *Keene* has been discussed in regard to Claim 2. *Rozen* in view of *Austin* further in view of *Keene* has been review in regard to Claim 13, above. The combination of *Rozen* with *Austin*, *Rozen* with *Keene*, or *Rozen* in view of *Austin* further in view of *Keene* are each improper, and even if they are proper, do not make obvious the referenced claims. Furthermore, Applicants respectfully submit that the combination of *Rozen* in view of *Austin*, further in view of *Keene* does not teach, suggest or make obvious this Claim 23 as further discussed in regard to Claim 13.

**g. Rejection of Claims 14, 15, 24 and 25 Under 35 USC 103(a):**

The Office Action provides that claims 14, 15, 24 and 25 are rejected under 35 USC 103(a) as being unpatentable over *Rozen* in view of *Austin*, further in view of *Knowles*.

Claim 14: Claim 14 depends from Claim 12. Claim 14 provides that the Third Party Information relates to parcel delivery. Claim 14 is rejected as obvious in the Office Action over *Rozen* in view of *Austin* further in view of *Knowles*.

As discussed above in regard to Claim 12, the combination of *Rozen* in view of *Austin* is improper and, and even if they are proper, do not make obvious Claim 12. Furthermore, in regard to Claim 5, the combination of *Rozen* in view of *Knowles* is improper, and even if they are proper, do not make obvious Claim 5. Therefore, the combination of *Rozen* in view of *Austin* further in view of *Knowles* fails to teach, suggest or make obvious this Claim 14. Furthermore,

the addition of a mere database (*Knowles*) containing parcel delivery information to the combination of *Rozen* and *Austin* (as discussed in Claim 12) is not proper as there is no motivation to combine and otherwise does not make this Claim 14 obvious because the combination does not pertain to information held by a second party about a third party that is accessible by a first party having proper authorization as found in the base claim (Claim 12), of this Claim 14. Therefore, even if the combination is considered proper, Applicants submit that the combination of *Rozen* in view of *Austin* and further in view of *Knowles* would not have made this Claim 14 obvious to one of ordinary skill in the art at the time of the invention.

Claim 15: Claim 15 depends from Claim 12. The Office Action provides that Claim 15 is unpatentable over *Rozen* in view *Austin* further in view of *Knowles* because *Rozen* in view of *Austin* does not disclose third party information that relates to parcel delivery, nor does it include a delivery name and address or reference number. The Office Action provides that *Knowles* discloses that the third party information relates to parcel delivery, including a delivery name and address as well as a reference number (Column 19, lines 30-65, with particular reference to lines 31-44).

*Knowles*, in the referenced section, merely discloses a database containing certain parcel tracking information. The referenced section describes the information included in the database, which includes a delivery name and address as well as a reference number. *Knowles* does not disclose systems or methods of third-party information held by a second party and accessible by a first party having certain authorization information. *Knowles* lacks any similarity to the present invention or to *Rozen* or *Austin*, thus there is no motivation to combine the *Rozen*, *Austin* and *Knowles* references. Furthermore, even if they were combined, the addition of a mere database containing parcel delivery information does not make this Claim 15 obvious because the combination does not pertain to parcel delivery information held by a second party about a third party that is accessible by a first party having proper authorization. Therefore, Applicants respectfully submit that the combination of *Rozen* in view *Austin* further in view of *Knowles* would not have made this Claim 15 obvious to one of ordinary skill in the art at the time of the invention.



Claim 24: Claim 24 depends from Claim 21. Claim 24 provides that the Third Party Information relates to parcel delivery. Claim 24 is rejected as obvious in the Office Action over *Rozen* in view of *Austin* further in view of *Knowles*.

As discussed above in regard to Claim 21, the combination of *Rozen* in view of *Austin* is improper and, and even if they are proper, do not make obvious Claim 21. Furthermore, in regard to Claim 5, the combination of *Rozen* in view of *Knowles* is improper, and even if they are proper, do not make obvious Claim 5. Therefore, the combination of *Rozen* in view of *Austin* further in view of *Knowles* fails to teach, suggest or make obvious this Claim 24.

Furthermore, the addition of a mere database (*Knowles*) containing parcel delivery information to the combination of *Rozen* and *Austin* (as discussed in Claim 21) does not make this Claim 24 obvious because the combination does not pertain to information held by a second party about a third party that is accessible by a first party having proper authorization as found in the base claim (Claim 21) of this Claim 24. Therefore, even if the combination is considered proper, the combination of *Rozen* in view of *Austin* and further in view of *Knowles* would not have made this Claim 24 obvious to one of ordinary skill in the art at the time of the invention.

Claim 25: Claim 25 depends from Claim 21. The Office Action provides that Claim 25 augments Claim 21 in the same way that Claim 15 augments Claim 12 and, therefore, Claim 25 is rejected as obvious in the Office Action over *Rozen* in view of *Austin* further in view of *Knowles*.

As discussed above in regard to Claim 15, *Knowles*, in the referenced section, merely discloses a database containing certain parcel tracking information. The referenced section describes the information included in the database, which includes a delivery name and address as well as a reference number. *Knowles* does not disclose systems or methods of third-party information held by a second party and accessible by a first party having certain authorization information. *Knowles* lacks any similarity to the present invention or to *Rozen* or *Austin*, thus there is no motivation to combine the *Rozen*, *Austin* and *Knowles* references. Furthermore, even if they were combined, the addition of a mere database containing parcel delivery information

does not make this Claim 25 obvious because the combination does not pertain to parcel delivery information held by a second party about a third party that is accessible by a first party having proper authorization. Therefore, Applicants respectfully submit that the combination of *Rozen* in view of *Austin* further in view of *Knowles* would not have made this Claim 25 obvious to one of ordinary skill in the art at the time of the invention.

**h. Rejection of Claims 17 and 27 Under 35 USC 103(a):**

The Office Action provides that claims 17 and 27 are rejected under 35 USC 103(a) as being unpatentable over *Rozen* in view of *Austin*, further in view of *Stock*.

Claim 17: Claim 17 depends from Claim 12. The Office Action provides that *Rozen* in view of *Austin* does not disclose that the third party information relates to credit information and that *Stock* discloses that the third party information relates to credit information (Column 4, lines 33-43). The Office Action provides that Claim 17 is obvious over *Rozen* in view of *Austin* further in view of *Stock*.

As shown in Claim 12, the combination of *Rozen* in view of *Austin* is improper or fails to make obvious Claim 12, and as shown in Claim 8 the combination of *Rozen* in view of *Stock* is improper or fails to make obvious Claim 8. Therefore, the combination of *Rozen* in view of *Austin* further in view of *Stock* is improper because *Stock* discloses a memory card having personal information, including credit information, stored in a file structure thereon. However, as *Stock* is only a simple memory card invention, there is no motivation to combine *Rozen*, *Austin* and *Stock* as there is no similarity or logical correlation between *Rozen*, *Austin* and *Stock*. And, even if the combination of *Rozen* and *Austin* is proper, the mere addition of the memory card of *Stock* fails to teach, suggest or make obvious this Claim 17. Therefore, Applicant respectfully submits that the combination of *Rozen*, *Austin* and *Stock* is improper or fails to make obvious this Claim 17.

Claim 27: Claim 27 depends from Claim 21. The Office Action provides that Claim 27 augments Claim 21 in the same way that Claim 17 augments Claim 12 and is, therefore, obvious over *Rozen* in view of *Austin* further in view of *Stock*.

As shown in regard to Claim 17, the combination of *Rozen* in view of *Austin* further in view of *Stock* is improper or fails to make obvious Claim 17. Likewise, as shown above, the combination of *Rozen* and *Austin* fail to make obvious Claim 21, from which this Claim 27 depends and, as such, this Claim 27 is not made obvious by *Rozen* in view of *Austin* further in view of *Stock*.

**i. Rejection of Claims 19, 20, 29 and 30 Under 35 USC 103(a):**

The Office Action provides that claims 19, 20, 29 and 30 are rejected under 35 USC 103(a) as being unpatentable over *Rozen* in view of *Austin*, further in view of *Uchikubo*.

Claim 19: Claim 19 depends from Claim 12. Claim 19 provides that the First Party and the Third Party are different sub-entities within an overall commonly-controlled entity. The Office Action provides that Claim 19 is made obvious by *Rozen* in view of *Austin* further in view of *Uchikubo*. The Office Action provides that Claim 20 is a broader representation of narrower Claim 19 and Claim 20 is rejected under similar rationale as is Claim 19.

The Office Action admits that *Rozen* in view of *Austin* does not disclose that the first party and the third party are different entities within an overall commonly-controlled company. However, the Office Action goes on to provide that *Uchikubo* discloses that the first and third parties are different entities within an overall commonly-controlled organization (Column 22, lines 27-35 and Column 26, lines 16-24).

The referenced portions of *Uchikubo* describe an information reference apparatus that is able to communicate information about a patient and a surgical procedure from the site that the remote surgery is occurring to various sites, some that may be under the common control of a single entity. *Uchikubo* merely describes a basic network for transferring information about a remote surgery to one or more different locations. Applicant respectfully submits that there is absolutely no similarity between *Uchikubo* and *Rozen* in view of *Austin*, nor is there any

motivation or rationale to combine the two references. Furthermore, even if the combination were proper, *Uchikubo* describes the transfer of information between different commonly-controlled locations, not different commonly-controlled *entities* or *sub-entities*, as is required by Claims 20 or 19, respectively.

Furthermore, as provided in the discussion regarding Claim 12, Claim 12 is not made obvious by *Rozen* in view of *Austin*, thus this Claim 19, which depends from Claim 12, is likewise not made obvious by *Rozen* in view of *Austin* further in view of *Uchikubo* since the combination of *Rozen*, *Austin* and *Uchikubo*, would not make obvious this Claim 19 at the time of the invention.

Claim 20: Claim 20 depends from Claim 12. Claim 20 provides that the First Party and the Third Party are different entities within an overall commonly-controlled company. The Office Action provides that Claim 20 is made obvious by *Rozen* in view of *Austin* further in view of *Uchikubo*. The Office Action provides that Claim 20 is a broader representation of narrower Claim 19 and is rejected under similar rationale as is Claim 19.

As shown above in regard to Claim 19, Claim 20 is also not made obvious by *Rozen* in view of *Austin* further in view of *Uchikubo* as there is no motivation to combine the references and even if the references were combined they would not make obvious this Claim 20 to one of ordinary skill in the art at the time of the invention.

Claim 29: Claim 29 depends from Claim 21 and is rejected as obvious over *Rozen* in view of *Austin* further in view of *Uchikubo*. Claim 29 provides that the First Party and the Third Party are different sub-entities within an overall commonly-controlled entity. The analysis of Claim 21 provides that the combination of *Rozen* and *Austin* is not proper and the analysis of Claim 11 shows that the combination of *Rozen* and *Uchikubo* is not proper; therefore, the combination of *Rozen* in view of *Austin* further in view of *Uchikubo* is not proper and, as such, does not make this Claim 29 obvious.

Furthermore, the referenced portions of *Uchikubo* describe an information reference apparatus that is able to communicate information about a patient and a surgical procedure from

the site that the remote surgery is occurring to various sites, some that may be under the common control of a single entity. *Uchikubo* merely describes a basic network for transferring information about a remote surgery to one or more different locations. There is absolutely no similarity between *Uchikubo*, *Austin* and *Rozen*, nor is there any motivation or rationale to combine the references. Furthermore, even if the combination were proper, *Uchikubo* describes the transfer of information between different commonly-controlled locations, not different commonly-controlled sub-entities, as is required by this Claim 29. Therefore, Applicants submit that Claim 29 would not have been obvious of one of ordinary skill in the art at the time of the invention even if *Rozen*, *Austin* and *Uchikubo* were a proper combination.

Claim 30: Claim 30 depends from Claim 21 and is rejected as obvious over *Rozen* in view of *Austin* further in view of *Uchikubo*. Claim 30 provides that the First Party and the Third Party are different entities within an overall commonly-controlled company. The analysis of Claim 21 provides that the combination of *Rozen* and *Austin* is not proper and the analysis of Claim 11 shows that the combination of *Rozen* and *Uchikubo* is not proper; therefore, the combination of *Rozen* in view of *Austin* further in view of *Uchikubo* is not proper and, as such, does not make this Claim 30 obvious.

Furthermore, the referenced portions of *Uchikubo* describe an information reference apparatus that is able to communicate information about a patient and a surgical procedure from the site that the remote surgery is occurring to various sites, some that may be under the common control of a single entity. *Uchikubo* merely describes a basic network for transferring information about a remote surgery to one or more different locations. There is absolutely no similarity between *Uchikubo*, *Austin* and *Rozen*, nor is there any motivation or rationale to combine the references. Furthermore, even if the combination were proper, *Uchikubo* describes the transfer of information between different commonly-controlled locations, not different commonly-controlled entities, as is required by this Claim 30. Therefore, Applicants submit that Claim 30 would not have been obvious of one of ordinary skill in the art at the time of the invention even if *Rozen*, *Austin* and *Uchikubo* were a proper combination.

**i. Rejection of Claim 22 Under 35 USC 103(a):**

The Office Action provides that claim 22 is rejected under 35 USC 103(a) as being unpatentable over *Rozen* in view of *Austin*, further in view of Connell et al. (U.S. Patent 5,554,842, hereinafter "*Connell*").

Claim 22: Claim 22 depends from Claim 21 and provides that the "forwarding being done via hand delivery to said physical address associated with said Third Party is provided by First Class Mail." The Office Action provides that *Connell* discloses "discloses that the USPS (United States Postal Service) delivers first class mail (Column 1, lines 24-29). This new system would be the system from above using first class mail as the method of hand delivery."

*Connell* discloses special markings (indicia) for certain USPS mailings. While it is undisputed that the USPS handles first class mail, as stated in *Connell*, the combination of *Rozen* and *Austin* does not make obvious the base Claim 21, therefore, the mere addition of a patent (*Connell*) disclosing that the USPS delivers first class mail does not make this Claim 22, when considered in combination with its base claim, obvious at the time of the present invention. Furthermore, there is no motivation to combine *Rozen*, *Austin*, and *Connell* as there is no relationship or similarities between the systems and methods of those patents, and even if combined, these references would not make this Claim 22 obvious to one of ordinary skill in the art at the time of the invention.

**C. New Claims**

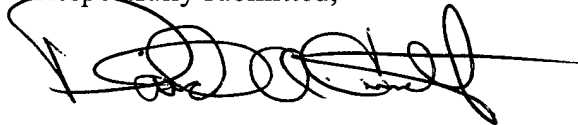
Applicant respectfully requests to add new independent Claims 33, 34 and 35 to the Application.

**D. Conclusion**

The Application has 32 pending claims. Claims 1, 12, 21, 31, and 32 are independent claims. Subsequent to this response to the Office Action, Claims 1-32 remain pending and new Claims 33-35 are added to the Application. Applicant respectfully submits that all claims are in a form for allowance, Applicant therefore requests examination and allowance of all the pending claims of the Application. If the Examiner wishes to discuss the application or the comments herein, the Examiner is urged to contact the undersigned by telephone.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,



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Shana Moore